

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**LACI N. BLANCHARD, INDIVIDUALLY,  
AND AS NEXT FRIEND OF W.B.,  
SURVIVING MINOR CHILD OF  
RONNIE P. BLANCHARD, JR.**

**VERSUS**

**SANARE ENERGY PARTNERS, LLC,  
ET AL.**

**CIVIL ACTION NO: 4:22-cv-02420**

**JUDGE: GEORGE C. HANKS, JR.**

**MAGISTRATE JUDGE: ANDREW  
M. EDISON**

**ALL COAST, LLC'S CROSS-CLAIM FOR DEFENSE AND INDEMNITY**

**NOW INTO COURT**, through undersigned counsel, comes Defendant and Cross-Claimant All Coast, LLC, who asserts this Cross-Claim seeking defense and indemnity from Sanare Energy Partners, LLC for all claims brought against All Coast in the above captioned matter.

1.

All Coast brings this Cross-Claim under 28 U.S.C. §1367, since it is so related to the claim which is the basis of Blanchard's lawsuit, that it forms part of the same case or controversy, and this Cross-Claim is proper under Rule 13 (g) of the Federal Rules of Civil Procedure.

2.

On April 18, 2016, All Coast and GOL, LLC entered into a Brokerage Agreement whereby All Coast appointed GOL as its agent for purposes of obtaining charters for All Coast vessels.

3.

On February 20, 2019, GOL and Sanare entered into a Blanket Time Charter Agreement that provided a contractual framework for the periodic charter of GOL owned or brokered vessels. The Agreement defines Vessel Indemnities as "...the vessels, their owners and operators, masters, crews...respective officers, directors, members, employees, and underwriters." The Agreement also provides:

The Vessel Indemnitees shall have no liability for injury to, illness of or death of the personnel or employees of CHARTERER, or of CHARTERER'S other contractors (excluding the Vessel Indemnities) or subcontractors or their employees, however said injury, illness or death arises or occurs, whether, in whole or in part, through the negligence of the Vessel Indemnities, unseaworthiness (pre-existing or not) of the vessel or otherwise. **CHARTERER shall protect, defend, indemnify, and hold harmless the Vessel Indemnitees from and against all claims, suits, losses, liabilities, demands, costs, damages, or expense as a result of such illness, injury, or death.**

4.

The Agreement also provided that "This Charter shall be construed in accordance with the admiralty and maritime laws of the United States."

5.

On March 25, 2022, Ronnie Blanchard was working for SBS Energy Services, LLC on a platform owned by Sanare in the Gulf of Mexico. The All Coast vessel, the L/B SWORDFISH transported Blanchard to the platform and was jacked up next to the rig on the day of the incident.

6.

Blanchard was performing work on the platform's blowout preventor and pipe jack assembly when a portion of the equipment collapsed and fell into the water. Blanchard was

attached to the assembly at the time of the collapse and fell into the water along with the equipment, resulting in his death.

7.

On June 2, 2022, Laci Blanchard, individually, and as next friend of W.B., surviving minor child of Blanchard, filed her Original Petition in the District Court of Harris County, Texas. She named SBS and Sanare as defendants alleging negligence under General Maritime Law and premises liability theories. On July 21, 2022, Sanare filed its notice of removal, and the case was subsequently removed to this Court.

8.

On August 16, 2022, Mrs. Blanchard filed her First Amended Complaint, adding All Coast as a defendant along with SBS and Sanare, and alleging negligence on behalf of All Coast under the General Maritime Law.<sup>1</sup>

9.

As the owner and operator of the SWORDFISH, All Coast is a Vessel Indemnatee entitled to defense and indemnity from Sanare, as per the terms of the Charter Party between GOL and Sanare.

10.

All Coast tendered its defense and indemnity to Sanare in writing on October 11, 2022. Despite this tender, and Sanare's continuing assurances that it would provide All Coast with an answer, Sanare has yet to comply with its contractual obligations and accept the tender.

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<sup>1</sup> Blanchard references the Jones Act in the jurisdictional section of her pleading and in fn.1 on page 4 of her First Amended Complaint, but only alleges that the claims against Sanare and All Coast arise under the General Maritime Law in the body of her Complaint.

11.

As a result of Sanare's refusal to accept the tender, All Coast has sustained damages by incurring ongoing defense costs in having to defend against Mrs. Blanchard's claims.

**WHEREFORE**, Defendant and Cross-Claimant All Coast respectfully requests that its Cross-Claim be deemed good and sufficient and after due proceedings had, there be judgment in its favor for defense and indemnity from Sanare with all interest, costs, attorney's fees, and all such additional legal and equitable relief to which it may be entitled.

Respectfully submitted,

**THE MOELLER FIRM, LLC**



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